



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
A Tradition of Service



November 19, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES
AGREEMENT WITH MAGIC MOUNTAIN LLC
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking approval to enter into a Supplemental Law Enforcement Services Agreement (Agreement) with Magic Mountain LLC (Magic Mountain), a private entity.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to execute the attached Agreement, authorizing the Department to provide supplemental law enforcement services on an ongoing basis to Magic Mountain's critical facility located at 26101 Magic Mountain Parkway, Valencia, California, 91355, commencing December 1, 2013, through November 30, 2018.
2. Delegate authority to the Sheriff to execute all amendments and modifications to the Agreement, as necessary, for the effective delivery of services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to gain the Board's approval for the Department to provide supplemental law enforcement services to Magic Mountain. Magic Mountain has been identified as a critical facility, per California Government Code 53069.8 (a)(3), the Los Angeles County (County) may contract to provide supplemental law enforcement services at a critical facility on an ongoing basis.

Magic Mountain contracts for one sergeant and four deputy generalists (Tourist Oriented Policing Team), which provides a full-time, on-site law enforcement presence at Magic Mountain in order to deter crime, enhance safety, and reduce the risk of terrorist activities.

The Department has provided services to Magic Mountain since 2003, following Magic Mountain's request for a proposal.

Implementation of Strategic Plan Goals

This Agreement supports the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 3, Integrated Services Delivery, by allowing the Department to continue to work in partnership with Magic Mountain, to enhance the safety of the public at an established critical facility which attracts large crowds. Magic Mountain, which is located in the unincorporated community of Valencia, draws upon the existing resources of the Santa Clarita Valley Sheriff Station. This Agreement will provide revenue reimbursement to the Department for providing supplemental law enforcement services in the effort to provide a higher degree of service to the entire community as well as enhancing the level of security to this critical facility.

FISCAL IMPACT/FINANCING

None. There will be no net County cost as a result of this Agreement. Magic Mountain shall pay the Department for said services according to the appropriate and prevailing billing rates as determined by the County's Auditor-Controller for the 2013-14 Fiscal Year. Magic Mountain is aware that rates can change at the beginning of every fiscal year hereafter as determined by the County's Auditor-Controller.

Based on current projections, Magic Mountain will offset the cost for services in the amount of \$820,430 for the Tourist Oriented Policing Team, plus any overtime related costs incurred by the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department's service contract uses the current rates established by the County's Auditor-Controller. The term of the Agreement commences on December 1, 2013, and expires on November 30, 2018. Either party may terminate the Agreement by giving not less than 120 days advance written notice to the other party. The Agreement provides for mutual termination.

County Counsel has approved the attached Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement has a positive impact, benefitting law enforcement services in the surrounding unincorporated areas as well as Magic Mountain. The additional patrol personnel will result in faster response to issues at Magic Mountain, in addition to significantly reducing the drain on resources in the surrounding unincorporated communities and the Santa Clarita Valley Sheriff's Station.

CONCLUSION

Upon Board approval, please return one original adopted Board letter and one fully executed copies of the Agreement to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" being more prominent.

LEROY D. BACA
Sheriff

LDB:RTW:GNC:gn
c

Enclosures

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
MAGIC MOUNTAIN LLC**

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EXHIBIT A - SHERIFF'S DEPARTMENT RATE SHEET

EXHIBIT B - SHERIFF'S DEPARTMENT SERVICE LEVEL AUTHORIZATION (SH-AD 575)

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
MAGIC MOUNTAIN LLC**

This Supplemental Law Enforcement Services Agreement, hereinafter referred to as "Agreement," is entered into this ____ day of _____, 2013, by and between the County of Los Angeles, hereinafter referred to as "County," and the Magic Mountain LLC, hereinafter referred to as "Magic Mountain."

RECITALS

- (a) Whereas, Magic Mountain is desirous of contracting with the County for the performance of the supplemental law enforcement services described herein by the Los Angeles County Sheriff's Department, hereinafter referred to as "Sheriff's Department;" and
- (b) Whereas, the County is agreeable to rendering such supplemental law enforcement services, as available, on the terms and conditions set forth in this Agreement; and
- (c) Whereas, this Agreement is authorized pursuant to Section 53069.8 (a)(3) of the California Government Code; and
- (d) Whereas, Section 53069.8 (a)(3) of the California Government Code authorizes the Los Angeles County Board of Supervisors to contract on behalf of the Sheriff to provide supplemental law enforcement services to private entities at critical facilities on an occasional or ongoing basis; and
- (e) Whereas, Section 53069.8 (a)(3) of the California Government Code defines a "critical facility" to include any building, structure, or complex that in the event of a disaster, whether natural or manmade, poses a threat to public safety; and
- (f) Whereas, Magic Mountain operates Six Flags Magic Mountain, a critical facility within the County which attracts a high level of public interest and large numbers of individuals with attendant traffic and law enforcement needs that warrant supplemental law enforcement services to preserve safety, security, and order.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 This Agreement is for the provision of supplemental law enforcement services by the Sheriff's Department on an on-going basis at a "critical facility."
- 1.2 The County agrees, as available, through the Sheriff's Department, to provide supplemental law enforcement services occurring within the boundaries of Six Flags Magic Mountain, located at 26101 Magic Mountain Parkway, Valencia, California, during the term of this Agreement.
- 1.3 The service levels required under this Agreement shall be developed by the Sheriff's Department and Magic Mountain. The agreed upon service levels to be provided by the Sheriff's Department under this Agreement are set forth in Exhibit B, Sheriff's Department Service Level Authorization (SH-AD 575), attached hereto and made a part hereof. Any changes to the services levels shall be mutually agreed upon by both parties and shall be reflected in a revised Exhibit B, Sheriff's Department Service Level Authorization (SH-AD 575) of this Agreement, which shall be attached to this Agreement as an Amendment consistent with Section 8.0, Amendments, of this Agreement
- 1.4 The supplemental law enforcement services provided under this Agreement shall be rendered by regularly appointed full-time peace officers as defined in Section 830.1 of the California Penal Code. Such services shall encompass only law enforcement duties and not services authorized to be provided by private patrol operators, as defined in Section 7582.1 of the California Business and Professions Code, nor any enforcement of rules, regulations, and/or policies of Magic Mountain.
- 1.5 The supplemental law enforcement services provided under this Agreement shall not reduce the normal and regular ongoing service that the County would otherwise provide if the County did not enter into this Agreement.
- 1.6 Notwithstanding any other provision of this Agreement, the Sheriff's Department may forthwith cancel the provision of supplemental law enforcement services under this Agreement if the Sheriff's Department concludes that it has insufficient available personnel to provide the services required by this Agreement and to

perform the Sheriff's Department's other duties as required by law.

- 1.7 In the event of such a circumstance, the Sheriff's Department will provide at least thirty (30) calendar days notice of its inability unless circumstances preclude the Sheriff's Department, as a practical matter, from giving at least thirty (30) calendar days advance notice, in which event the Sheriff's Department shall provide such notice of less than thirty (30) calendar days as is feasible and practical under the circumstances.
- 1.8 The supplemental law enforcement services provided under this Agreement shall only encompass duties and functions customarily rendered by the Sheriff's Department under the Charter of the County, the statutes and laws of the State of California, and the policies and procedures of the Sheriff's Department.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services, the rank of personnel provided, the selection and discipline of the Sheriff's personnel provided, the manner of performance of the policing function, the supervision, equipment, communications, supplies, and other matters incident to the performance of such services, and the control of such personnel shall remain with the Sheriff's Department.
- 2.2 All persons employed in the performance of the supplemental law enforcement services provided under this Agreement shall be County employees.
- 2.3 All Magic Mountain employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of Magic Mountain and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No Magic Mountain employees shall become employees of the County.
- 2.4 Magic Mountain shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said Magic Mountain. Except as herein otherwise specified, Magic Mountain shall not be liable for compensation or indemnity to any County employee or agent of the County for

injury or sickness arising out of his/her employment as a contract employee of Magic Mountain.

- 2.5 Both parties hereto in the performance of this Agreement shall act as independent contractors and not as agents, employees, partners, joint venturers, or associates of one another.

3.0 INDEMNIFICATION

- 3.1 Neither party hereto shall be liable for any damages or liability proximately resulting from the negligent or wrongful acts or omission of the other party's employees or agents in the performance of this Agreement; and each party shall indemnify, defend, and save harmless the other party from any such damage or liability.
- 3.2 Notwithstanding anything contained in this Section 3.0, Indemnification, or stated elsewhere, County shall have no obligation or liability, including any obligation to indemnify or defend Magic Mountain, its officers employees or agents, hereinafter referred to as "Indemnified Parties," (a) for a failure to prevent any crime or tortious act, (b) for any injury, loss or damage caused directly or indirectly by a criminal or tortious act, or (c) for any injury, loss or damage caused by any means whatever except as the direct and immediate consequence of a failure by County alone to perform a duty specifically stated herein.
- 3.3 Magic Mountain understands and agrees that the supplemental law enforcement services provided under this Agreement are inadequate to accomplish patrolling or law enforcement at any particular location more than a few times a day or less, or to prevent crime or wrongdoing from occurring at any particular place or time. The Sheriff's Department shall have no obligation to patrol or provide law enforcement at any specific location at any particular time(s) except under a written schedule provided in advance by Magic Mountain to the Sheriff's Department.
- 3.4 Notwithstanding anything contained herein, County's obligations hereunder to the Indemnified Parties shall be limited by any immunity or freedom from suit or liability provided by law, including but not limited to those stated in California

Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to the Indemnified Parties.

- 3.5 Any obligation by County to provide indemnity hereunder shall not arise until it has been finally determined by competent judicial authority that such indemnity is owed under the provisions of this Section 3.0, Indemnification.
- 3.6 This indemnity shall survive termination of this Agreement and/or final payment hereunder.
- 3.7 If liability is imposed by reason of a dangerous physical condition of the property of Magic Mountain, Magic Mountain shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any physical condition of Magic Mountain's property and any negligent or wrongful act or omission of Magic Mountain's officers, agents, and employees, in any way connected with such physical condition of Magic Mountain's property.

4.0 TERM OF AGREEMENT

The term of this Agreement shall commence December 1, 2013 and shall terminate November 30, 2018, unless sooner terminated or extended in whole or in part as provided for herein.

5.0 RIGHT OF TERMINATION

- 5.1 Either party may terminate this Agreement with or without cause by giving not less than one hundred twenty (120) calendar days advance written notice to the other party.
- 5.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BILLING RATES

- 6.1 For and in consideration of the rendition of the supplemental law enforcement services to be performed by the County for Magic Mountain under this

Agreement pursuant to Exhibit B, Sheriff's Department Service Level Authorization (SH-AD 575) of this Agreement, Magic Mountain shall pay County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates established by the County Auditor-Controller as set forth in Exhibit A, Sheriff's Department Rate Sheet, attached hereto and made a part hereof. The billing rates listed shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be attached to this Agreement as an Amendment consistent with Section 8.0, Amendments, of this Agreement to reflect the change in billing rates each fiscal year.

- 6.2 The billing rates are developed by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees, the administration of workers' compensation benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.

7.0 PAYMENT PROCEDURES

- 7.1 The County, through the Sheriff, shall render to Magic Mountain a summarized invoice which covers all services performed during said month, and Magic Mountain shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice. Payment for said services shall be made by check or money order payable as directed on the monthly invoice.
- 7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, Magic Mountain shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing.

For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

7.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Sections 7.1 and 7.2 above.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the Board of Supervisors and Magic Mountain.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

Magic Mountain represents and warrants that the person executing this Agreement for Magic Mountain is an authorized agent who has actual authority to bind Magic Mountain to each and every term, condition, and obligation of this Agreement and that all requirements of Magic Mountain have been fulfilled to provide such actual authority.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

12.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person

named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Captain Richard T. Mouwen
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754

Notices to Magic Mountain shall be addressed as follows:

Magic Mountain LLC
26101 Magic Mountain Parkway
Valencia, California 91355
Attn: Neal Thurman

With a copy to:
Lance C. Balk, Esq.
Six Flags Entertainment Corporation
230 Park Avenue; 16th Floor
New York, New York 10169

13.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15.0 ENTIRE AGREEMENT

This Agreement, including Exhibit A and Exhibit B, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes all previous agreements, written or oral, and all

communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
MAGIC MOUNTAIN LLC**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chairman of such Board and attested by the Executive Officer-Clerk of the Board, and the Magic Mountain has caused this Agreement to be executed on its behalf by its duly authorized officer.

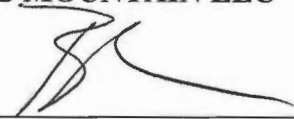
COUNTY OF LOS ANGELES

By _____
Mark Ridley-Thomas
Chairman, Board of Supervisors

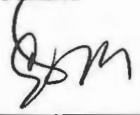
ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

MAGIC MOUNTAIN LLC

By  _____
Bonnie Rabjohn
President

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By  _____
Senior Deputy County Counsel

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A tradition of Service"
Since 1850

MAGIC MOUNTAIN RATES

RATES for LAW ENFORCEMENT SERVICES

FISCAL YEAR 2013-2014

AS PUBLISHED BY THE AUDITOR-CONTROLLER

SERVICE	ANNUAL RATE	LIABILITY 3%	TOTAL ANNUAL RATE w/ Liability
Sergeant	\$198,631.00	\$0	<u>\$198,631.00</u>
Bonus I	\$163,667.00	\$4,910.01	<u>\$168,577.01</u>
Deputy Generalist	\$150,922.00	\$4,527.66	<u>\$155,449.66</u>

SUPPLEMENTAL SERVICES

Hourly Overtime Rate	<u>\$70.06</u>
Per Deputy	

EXHIBIT B
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

PAGE 1 OF 2

SUPPLEMENTAL LAW ENFORCEMENT SERVICES

Service Level Authorization

MAGIC MOUNTAIN LLC.

FISCAL YEAR: 2013-2014

EFFECTIVE DATE: 1-Jul-13

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
353 310	SHERIFF SERVICE UNIT				
	SERGEANT	1.0000	1.0000	0.0000	
	DEPUTY SHERIFF GENERALIST	4.0000	4.0000	0.0000	

PLEASE COMPLETE PAGE 2.

HOURS OF SERVICE & ESTIMATED CHARGES

2013-2014

SERVICE UNITS		UNIT	TOTAL	TOTAL	LIABILITY	TOTAL	YEARLY	ANNUAL	PERSONNEL	
		COST	UNITS PURCHASED	ESTIMATED UNIT COST	@ 3%	COST WITH LIABILITY	HOURS PER SERVICE UNIT	GOAL HOURS	GOAL (MINUTES)	REQUIRED
SHERIFF SERVICE UNIT										
	SERGEANT	198,631	1	198,631.00	0.00	198,631.00	1789	1,789	107,340	1.0000
	DEPUTY SHERIFF GENERALIST	150,922	4	603,688.00	18,110.64	621,798.64	1789	7,156	429,360	4.0000
				\$ 802,319.00						
				LIABILITY @ 3% =	\$ 18,110.64					
				TOTAL ESTIMATED COST		\$ 820,429.64				
								HOURS	MINUTES	PERSONNEL
							DEPUTY	7,156	429,360	4.0000
							SERGEANT	1,789	107,340	1.0000
TOTALS								8,945	536,700	5.0000

REV: 7/2013 gc

REPORT PREPARED BY: Sergeant Geoffrey Chadwick, Contract Law

DATE: 7/1/2013

APPROVED BY: _____
STATION COMMANDER

DATE: _____

MAGIC MOUNTAIN LLC APPROVAL BY: _____

DATE: _____

COMPANY OFFICIAL "I certify that I am authorized to make this change on behalf of MAGIC MOUNTAIN LLC."